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UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

DAVID STEBBINS,

PLAINTIFF

VS.

Case 8:24-cv-01486-JVS-KES

JARROD JONES

DEFENDANTS

SECOND SUPPLEMENTAL BRIEF IN SUPPORT OF
MOTION TO ENFORCE SETTLEMENT

Comes now, pro se Plaintiff David Stebbins, who hereby submits the following Second Supplemental Brief in Support of ECF 106, Motion to Enforce Settlement, in the above styled action.

Facts

1. On November 29, 2024, I filed a supplemental brief to this motion, explaining that I would be willing to accept a direct wire transfer as long as the Court acted as middle man and kept my bank information sealed from the public so I can't be doxxed by it. As of December 6, 2024, the Court has not ruled on the pending motion one way or another.
2. On December 1, 2025, I contacted Jarrod Jones and reminded him that I consent to \$104.12 sent to me via PayPal commercial transactions, but not personal, since I did not realize that was what he was using and thus did not consent to engage in fraud against PayPal. Jones responded, stating in pertinent part "If I were to use the commercial payment service of PayPal, you would need to send me an invoice to pay." See **Exhibit A**.
3. I interpreted this as him offering to pay via PayPal's commercial transaction system, and so I sent him an invoice per his request. See **Exhibit B**.
4. However, as of December 7, 2024, the invoice remains unpaid and overdue. See **Exhibit C**.
5. The Defendant sent me some money via PayPal's personal method.
6. I immediately notified the defendant of this deficiency, but he just insisted that I "refuse

to be paid.” I explained to him that I do not “refuse to be paid,” but that he refuses to use the payment method we had previously agreed to. See **Exhibit D**.

Argument

7. Because I already made it clear that I do not consent to being paid via that method (and, because it is not legal tender, I cannot be made to accept it), the money he sent via that method is merely a personal gift and therefore does not count toward the settlement.

8. As I explained in ECF 109, because PayPal is not legal tender, I cannot be made to accept it as payment for the debt. I believe my reasons for not accepting PayPal personal transactions (because I do not consider this to be a personal transfer, but a commercial one, and therefore, to call it person in order to bypass fees would constitute fraud against PayPal) are reasonable, but even if the Court disagrees, it doesn't matter. PayPal is not legal tender, so my reasons for rejecting that method ultimately don't matter. The bottom line is *I cannot be made to accept it!* Period. The end. Simple as that. Bottom line.

9. Therefore, the money he sent via PayPal personal does not count towards the debt.

10. And no, I do not “refuse to be paid,” like he claims. I literally gave him the invoice he asked for in order to pay via PayPal commercial; he didn't use that invoice to pay me, like he offered to do. That's on him. Even if his prior confusion might be excusable as good faith human error, his refusal to use the very method of payment he directly offered to use, and instead proceed to use a method that I had already made clear I do not accept, in blatant disregard to both my rights under the “legal tender” doctrine as well as the agreement we came to regarding the use of invoices, simply because F.U., is entirely his fault.

Relief Requested

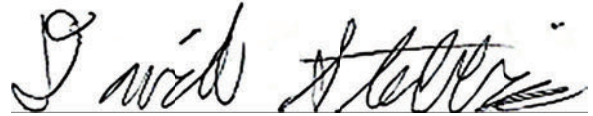
11. I therefore ask the Court to declare that the December 2024 payment for this settlement has not been made, and that the Defendant still owes me \$100 via whatever payment method I am willing to accept, and that the personal gift he gave me does not count towards that.

12. I also ask that, if he fails to pay me the monthly payment by a date certain, he be held in contempt of court.

Conclusion

13. Wherefore, premises considered, I respectfully pray that the Motion to Enforce Settlement, as well as the relief requested in this Second Supplemental Brief, be granted.

So requested on this, the 7th day of December, 2024.

A handwritten signature in black ink, appearing to read "David Stebbins", written over a horizontal line.

David Stebbins (pro se)

Exhibit A

Re: Dec payment.

From: Jarrod Jones (jarrod@stangranch.com)

To: acerthorn@yahoo.com

Date: Sunday, December 1, 2024 at 07:10 PM CST

Dear Mr. Stebbins,

To my knowledge, within the lawsuit you filed as yourself, and not as your business. Therefore this transaction, and the settlement is a personal transaction. If I were to use the commercial payment service of PayPal, you would need to send me an invoice to pay.

In the case of changing the payment from personal payment to business payment both you and I would need a Business account with PayPal, but that would be fraudulent as the reasoning is simple. You filed this lawsuit as yourself, and not your business.

I will ensure that you will get the \$100 as agreed upon in the settlement, and not a penny more.

Sincerely,

Jarrod Jones

On 12/1/2024 2:01 PM, Acerthorn wrote:

Just a reminder, until the Court rules on my latest motion, you are still obligated to ensure I am paid this month. This means I need to receive \$100 from you. I will consent to \$104.12 via PayPal *commercial* transaction (not personal; I did not realize you were using that, if indeed you were using it, and I do not consent to engaging in fraud against PayPal with you), or you can give me a tracking number for the \$100 check or money order.



Virus-free. www.avg.com

Exhibit B

Re: Future payments

From: Acerthorn (acerthorn@yahoo.com)

To: jarrod@stangranch.com

Date: Thursday, December 5, 2024 at 05:47 PM CST

Here's the invoice you asked for.

[Invoice](#)




Invoice





On Wednesday, November 13, 2024 at 04:13:55 AM CST, Jarrod Jones <jarrod@stangranch.com> wrote:

Dear Mr. Stebbins,

Exhibit C

 Home Finances Send and Request Rewards Wallet Activity Help

 2



LOG OUT

Invoicing

Settings

Create New

Invoices

Estimates

Recurring series

Search by field


All

Q

Search

Filters

1




Filtered by

Creation date: Past 90 days

X

<input type="checkbox"/>	Customer	Invoice no.	Invoice date	Due	Status	Viewed	Amount
<input type="checkbox"/>	Jarrold Jones	0002	Dec 5, 2024	Dec 5, 2024	Overdue		\$104.12 USD

 PayPal

Help Contact Us Security Fees

Feedback

Exhibit D

Re: You sent the wrong payment

From: Acerthorn (acerthorn@yahoo.com)

To: jarrod@stangranch.com

Date: Friday, December 6, 2024 at 08:40 AM CST

I do not refuse to be paid. You offered to go along with the commercial paypal payment as long as I sent you an invoice. I sent that invoice.

You made the offer to pay via commercial paypal if I sent the invoice. I sent the invoice, which constitutes acceptance of that offer. It's as simple as that.

So the money you sent via personal paypal was only a personal gift to me, and thus is not credited towards this debt.

I am done discussing this with you. I will not reply further.

On Friday, December 6, 2024 at 08:37:53 AM CST, jarrod stangranch.com <jarrod@stangranch.com> wrote:

Sanctioned?

For paying you, but you refuse to be paid? This is behavior is not being applied in good faith, but if you wish the court to see that you're simply attempting to cash out on constructs of your own design.

I have done nothing but ensure that you have been paid the \$100 as written in the settlement. Certainly, the court will see it too.

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From: Acerthorn <acerthorn@yahoo.com>

Sent: Friday, December 6, 2024 5:57:54 AM

To: jarrod stangranch.com <jarrod@stangranch.com>

Subject: Re: You sent the wrong payment

First, on December 1, you said "If I were to use the commercial payment service of PayPal, you would need to send me an invoice to pay."

Then, after I messed up and sent you a personal request by mistake, you emailed me saying "Just to confirm, you sent me a request and not an invoice."

I then corrected that method and sent you the invoice that you asked for.

That's called "agreement," right there.

And remember: It's not legal tender, so it doesn't matter if I'm being unreasonable or not. You can't make me accept anything other than a cash payment.

So either correct this deficiency or I'm filing another supplemental brief to have you sanctioned for this matter.

Sincerely,
David Stebbins

On Friday, December 6, 2024 at 07:53:49 AM CST, jarrod stangranch.com <jarrod@stangranch.com> wrote:

Upon review of my records, we did not agree to that. I have only relayed that I will pay you \$100.

Please stop changing the terms of the settlement agreement.

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From: Acerthorn <acerthorn@yahoo.com>

Sent: Friday, December 6, 2024 5:23:52 AM

To: jarrod stangranch.com <jarrod@stangranch.com>

Subject: You sent the wrong payment

Jones, I sent you the invoice, just like you said. Then, you proceeded to send me money using the exact method I already told you I would not accept.

Lest we forget that you represented to me that, if I sent you the invoice, you would accept that method of payment. So that creates the contract between us.

Also, lest we forget that, because PayPal is legal tender, I cannot be compelled to accept it against my will, regardless of how unreasonable you believe my refusal is.

So please actually tender payment via the invoice that we both agreed on. If this day expires without you having sent payment through the proper channels, I will file a supplemental brief in the current motion to seek to have you sanctioned.

Sincerely,
David Stebbins